Southwestern Bell Telephone Company *and* Communications Workers of America, Local 12222, AFL-CIO. Case 23-CA-7732

February 16, 1982

DECISION AND ORDER

BY MEMBERS FANNING, JENKINS, AND ZIMMERMAN

On July 13, 1981, Administrative Law Judge Robert A. Gritta issued the attached Decision in this proceeding. Thereafter, Respondent filed exceptions and a supporting brief, as did the General Counsel.[1] Respondent also filed a brief in opposition to the General Counsel's exceptions.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of the exceptions and briefs and has decided to affirm the rulings, findings, and conclusions[2] of the Administrative Law Judge and to adopt his recommended Order, as modified herein.[3]

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge, as modified below, and hereby orders that the Respondent Southwestern Bell Telephone Company, St. Louis, Missouri, its officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order, as so modified:

1. Insert the following as paragraph 1(c):

"(c) In any like or related manner interfering with, restraining, or coercing its employees in the exercise of the rights guaranteed them by Section 7 of the Act."

2. Substitute the attached notice for that of the Administrative Law Judge.

[1] The Charging Party, in lieu of filing exceptions, adopted the exceptions and supporting argument of the General Counsel.

[2] Although Member Fanning agrees with the ultimate conclusion reached by the Administrative Law Judge, he continues to adhere to his dissenting opinion in *Baton Rouge Water Works Company*, 246 NLRB 995 (1979).

Member Zimmerman finds it unnecessary to determine whether Leuckan was entitled to a representative at a disciplinary meeting (see *Baton Rouge Water Works Company, supra*) since he agrees with the Administrative Law Judge that Leuckan was disciplined for engaging in protected activity.

[3] The Administrative Law Judge inadvertently omitted the cease-and-desist paragraph in his recommended Order. Accordingly, we shall modify his recommended Order.

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

After a hearing at which all sides had an opportunity to present evidence and state their positions, the National Labor Relations Board found that we have violated the National Labor Relations Act, as amended, and has ordered us to post this notice.

WE WILL NOT interfere with, restrain, or coerce our employees in the exercise of their right to engage in protected concerted activity guaranteed by Section 7 of the Act, by awarding written disciplinary warnings to them, and placing such written warnings in the personnel files of the employees.

WE WILL NOT suspend employees for engaging in protected conduct during the course of interviews at which they are informed of disciplinary action.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce employees in the exercise of their rights guaranteed by the National Labor Relations Act.

WE WILL make whole James Leuckan for any loss of earnings or benefits which he may have suffered by reason of suspension of him, with interest thereon, and WE WILL expunge from his records any and all references to the discipline of June 20 and June 21.

SOUTHWESTERN BELL TELEPHONE COMPANY

DECISION

STATEMENT OF THE CASE

ROBERT A. GRITTA, Administrative Law Judge: This case was heard on February 13, 1980, in Houston, Texas, based upon a charge filed by Communications Workers of America, Local 12222, AFL-CIO, herein the Union, on November 5, 1979, upon which complaint issued by the Regional Director for Region 23 on December 14, 1979.[1]

The complaint alleges that Southwestern Bell Telephone Company, herein the Respondent, violated Section 8(a)(1) of the Act on or about June 21 when it (1) verbally reprimanded Chief Steward James L. Leuckan for his having protested the Respondent's decision not to adhere to an agreement respecting overtime previously reached between the Respondent and the Union; (2) informed alternate steward Sharon Turnstall that she was at the June 21 meeting only as an observer, and instruct-

[1] All dates hereinafter are in 1979 unless otherwise indicated.

ed her to remain silent and stand mute during the investigatory interview being conducted by Customer Service Supervisors Donald Sony and Allen Dale Armstrong with chief steward James L. Leuckan; (3) denied chief steward James L. Leuckan's request for the presence of local union representatives M. A. Nichols, president of the Local, or J. H. Pillows, vice president of the Local, during what the General Counsel contends was an investigatory interview; and (4) as a result of the interview described above, Supervisor Donald Sony disciplined chief steward James L. Leuckan by suspending him from work for 4 hours.

All parties hereto were afforded full opportunity to be heard, to examine and cross-examine witnesses, to introduce evidence, and to argue orally upon the record. The General Counsel and the Respondent argued orally upon the record and the Respondent filed a written brief. The oral arguments and Respondent's written brief have been duly considered.

Upon the entire record in this case and from my observation of the witnesses and their demeanor on the witness stand, and upon substantive, reliable evidence, considered along with the consistency and inherent probability of testimony, I make the following:

FINDINGS OF FACT

I. JURISDICTION AND STATUS OF LABOR ORGANIZATION—PRELIMINARY CONCLUSIONS OF LAW

The complaint alleges, the Respondent admits, and I find that the Respondent, at all times material herein, was a duly organized corporation under the laws of the State of Missouri with its principal office and place of business located in St. Louis, Missouri, where it is engaged in communications as a common carrier providing telephone service and other communications services in the States of Texas, Arkansas, Oklahoma, Kansas, and Missouri. The only facility involved herein is the 1310 Richmond Street, Houston, Texas, facility. During the 12-month period immediately preceding the issuance of the complaint herein, the Respondent, in the course and conduct of its business operations, received revenues in excess of $100,000 for services performed outside the State of Missouri.

The complaint alleges, the Respondent admits, and I find that the Respondent is an employer engaged in commerce and in operations affecting commerce within the meaning of Section 2(2), (6), and (7) of the Act.

The complaint alleges, the Respondent admits, and I conclude and find that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. THE ALLEGED UNFAIR LABOR PRACTICES

A. *Background*

The condition of employment herein involved concerns the assignment of overtime work. The record does not establish any specific system or procedure that Respondent utilized, or which was required by the contract, in the assignment of overtime. However, it appears that for a number of years prior to the events herein, the Respondent had utilized a system of "red lining" employees who were offered overtime work and declined. The effect of the "red lining" of refused overtime, as testified by Leuckan and Sony, was that employees who were offered overtime and declined were "red lined" which had the same effect as if they had accepted and worked the overtime. It further appears that by "red lining" an employee, it somehow disadvantaged that employee insofar as future overtime work was concerned. Thus, my understanding is that, assuming overtime was offered on a rotation basis, if an employee refused overtime and was "red lined," he/she was moved to the bottom of the overtime list as if he/she had worked the overtime. While my understanding of the effect of the "red lining" is not particularly relevant here, the purpose of the section of this Decision is to establish that the confrontation between Supervisor Sony and Leuckan, as chief steward for the Union, involved protected concerted activity in that it involved working conditions of the employees. The pertinent events herein appear to have arisen out of the Union's request that the Respondent abandon, for a period of time, its past practice of "red lining" employees who declined to work offered overtime. It further appears that this request was made subsequent to a period of time when a majority, or a substantial number, of the employees at the midtown district test center concertedly declined to work overtime. The record does not disclose the reason for this concerted refusal to work overtime.

After the concerted refusal to work overtime ceased, it appears the employees who had refused to work overtime during this period of time felt that they were being prejudiced by the "red lining" system since some employees, specifically an employee named "Edith," had worked overtime during this period of time. Thus, the Union, through Leuckan, requested the Employer to abandon for this period of time the "red lining" system so as not to disadvantage the employees who had participated in this concerted activity.

B. *The Events of June 20*

The record is not clear as to whether the Union's request that the Employer abandon for a period of time its "red lining" system was a formal or an informal grievance. However, it does establish that Leuckan and Sony had discussed this question and, according to Leuckan's testimony, Sony had agreed to abandon the system for the period of time requested by the Union. Sony does not explicitly deny this, except his testimony is that he advised Leuckan, upon this request, that if the Union could take care of its people, the Respondent would do as the Union requested. However, according to Sony, an employee, the employee named "Edith," who had worked overtime during this period of time, objected to this procedure; and Sony, on June 20, approached Leuckan and informed him that their prior conditional agreement was no longer in effect since an employee had objected to it and the Union had not "taken care of the employees" as Leuckan had promised it would do. Accordingly, Sony informed Leuckan that the "red lining" system would remain in effect during this period of time.

According to Leuckan, he construed this as "reneging" on a prior agreement on the "grievance," and became angry and admits that he told Sony that he would enjoy seeing him burn. According to Sony and Supervisor Allen L. Armstrong, who was also present at this time, when Sony advised Leuckan of his decision, Leuckan stood up and reddened in the face, shook his head and yelled with "clenched fists" that "I'm going to . . . . I'll see you fry." The Respondent argues in its brief that this statement was uttered with such force that it caused Supervisor Sony to "back . . . off," and that Supervisor Armstrong became "white as a ghost" and "pushed . . . his chair back." According to the testimony of these two supervisors, Leuckan reiterated and intensified his threat by shouting, "I'll see you fry. I don't care who hears this."

The Respondent argues in its brief that Leuckan's general belligerence caused Supervisor Armstrong to be "afraid," that there might be "violence," and that, because of such concern, Supervisor Armstrong stood up and interceded between Leuckan and Sony. According to their testimony, Armstrong told Leuckan to "cool it and calm down." Subsequently, according to Sony, he and Leuckan briefly stepped into another room and, while they were alone, Leuckan again told Supervisor Sony, "I'll see you fry, if I have to do it myself." Armstrong testified that, when Leuckan returned to his desk, he made the statement to Armstrong that "I'm going to see that son of a bitch fry."

The foregoing quotes are taken largely from the Respondent's brief, and the Respondent's argument that they were not borne out of "momentary impulse" is susceptible from a reading of the record. However, the Respondent's argument that the statements made by Leuckan must be considered as threats to Sony is not warranted by the record testimony here. As more fully discussed in the section of this Decision entitled "Analysis and Conclusions," Leuckan's angry responses and comments, even that concerning "I'll see you fry," constitute protected concerted activity under the circumstances of this case.

According to the uncontradicted testimony of Sony and Armstrong, on the afternoon of June 20, they met with their immediate supervisor, Don Reeder,[2] and informed him of the events of the morning concerning Leuckan's alleged threats. According to the testimony of these two supervisors, after advising Reeder of Leuckan's conduct of that morning, "they decided they could not tolerate personal threats against supervisors by employees. Consequently, they decided at the afternoon meeting that supervisor Sony would hold a meeting with employee Leuckan the next morning. The sole purpose of the meeting was to inform employee Leuckan of the decision made the prior afternoon that any future threats against supervisors would result in disciplinary action."[3]

[2] Such testimony is hardly susceptible of being refuted by the General Counsel.

[3] The foregoing quote is from Resp. br. p. 1.

C. *The Events of June 21*

The following morning, when Leuckan reported for work about 9 a.m., Sony instructed him to come to a meeting and get a union representative.[4] A short time later, Leuckan appeared at the small room called "an office" with alternate Job Steward Sharon Turnstall. Present also was Supervisor Armstrong. The meeting lasted approximately 5 minutes. According to Leuckan, as corroborated by Turnstall and not contradicted by either Sony or Armstrong, Sony commenced the meeting by stating, "This is an interview." Leuckan testified that he stated, "This is to say that I would not tolerate any type of outbursts that we had from you yesterday out in the work center and that any further threats will be—there will be disciplinary action taken for any more threats." He asked Sony to "explain," and Sony started waving his hands and screaming to shut up, at which point Leuckan stood up and said that he did not have to take this, and used "a few expletives."[5] At this point, Turnstall told Leuckan to sit down and see what is going on and to let them talk and see what he had to say, at which point Leuckan sat down.

According to Leuckan and Turnstall, Sony told Turnstall that this "is my meeting, you keep your mouth quiet too," or "you keep quiet too. You don't have to know what's going on. It's none of your business." He further advised Turnstall that she was there merely as an observer.

Again, Leuckan testified that Sony told him to "shut up," at which point he again stood up and told Sony, "If Sharon can't speak for me, I demand my right to representation from the hall." At this point, Sony told Leuckan, "You're not calling anybody. This is my meeting. I'll tell you who can talk and who can't talk. You're not calling anybody." Leuckan repeated that he demanded his right to representation, at which point Sony told him, "Give me your building pass. You're suspended." Turnstall asked why he was suspending Leuckan, and Sony replied, "Insubordination." Leuckan gave Sony his building pass, and Sony said, "It's now 9:25; you're suspended for four hours. Be back at 2:45."

Thus, Leuckan was suspended for 4 hours and lost 4 hours' pay and that is what this case is all about.

III. ANALYSIS AND CONCLUSIONS

The first issue to be addressed here is whether or not the conduct of chief steward James Leuckan (also an employee) and statements made by him to Supervisor Donald Sony on the morning of June 20, during the course of a discussion concerning a formal or informal grievance, warranted disciplinary action against Leuckan as was determined by Sony and first-line Supervisor Dale Armstrong and their immediate supervisor, Don Reeder, on the afternoon of June 20. The Respondent contends that the statements made to Sony by Leuckan on the morning of June 20, in conjunction with Leuck-

[4] This, according to Sony, and it appears from record evidence, was in accordance with sec. XX of the collective-bargaining agreement between the parties.

[5] The expletive deleted was "f—shit."

an's attitude as described above, warranted disciplinary action. The General Counsel contends that Leuckan was protected by Section 7 of the Act for this "ungentlemanly" type conduct since he was engaged in the resolution of a grievance or contractual interpretation.

The Board has long recognized that, in negotiations, the administration and resolution of grievances arising under collective-bargaining agreements, because of the nature of these endeavors, cause tempers of all parties frequently to flare and comments and accusations are made by all sides which would generally not be acceptable conduct on the plant floor. It is unnecessary here to cite the numerous cases in which the parties have attacked the veracity, integrity, and good faith of each other as well as their respected parentage and in tones of voice which are not always calm, cool, collected, and unintimidating. In one, "for instance," *Crown Central Petroleum Corporation* v. *N.L.R.B.*, 430 F.2d 724, 731 (5th Cir. 1970), enfg. 177 NLRB 322 (1969), the court stated "that passions run high in labor disputes and that epithets and accusations are commonplace."

Recognizing that it is generally the employees of the employer who have been elected or designated by the union as officers of the union to represent it in the administration of the contract and the resolution of grievances, the Board has held that employees, when engaged in such activity, are protected by Section 7 of the Act for conduct, attitudes, and statements which might not otherwise be protected.[6] However, as noted by the Employer in its brief in which it largely ignores the fact that Leuckan was acting in his capacity as chief steward in the confrontation here at issue, an employee so engaged may lose the protection of the Act if his conduct becomes so flagrant that it threatens the employer's ability to maintain order and respect in the conduct of its business or threats to "foul up" the employer's operations, citing *American Telephone & Telegraph Company* v. *N.L.R.B.*, 521 F.2d 1159, 1161 (2d. Cir. 1975), and *Southwestern Bell Telephone Company*, 190 NLRB 427 (1971).

The question here is whether Leuckan's conduct and statements on the morning of June 20 exceeded permissible bounds as established by the Board for employees engaged in the administration of a contract or engaged in concerted protected activity concerning conditions of employment. As noted above, the precise nature of the grievance or complaint under consideration on this date is not completely clear. However, it is evident that Leuckan construed Sony's statement that the Company was returning to its "red lining" system for the assignment of overtime was a reneging upon a previous agreement.[7] It does not appear that there is a great deal of issue of fact concerning what occurred at the June 20 confrontation between Leuckan and Sony. It is evident that both men became somewhat angered and that Leuckan told Sony in a loud tone of voice, "I'm going to . . . . I'll see you fry," and, according to Sony, Leuckan repeated the statement when they were in another room alone, stating, "I'll see you fry, if I have to do it myself."

In its brief Respondent vividly depicts a tension-drawn confrontation in which Leuckan's remarks were of such force and velocity as to cause Sony to be in fear of violence and Supervisor Armstrong to be "afraid," that there might be "violence," at which time he interceded and advised Leuckan to cool down.

In my view the nature and tenor of the testimony of Sony, Armstrong, and Leuckan at the hearing in which they described these events does not warrant the Respondent's vivid depiction of a tension-drawn confrontation, but merely one in which both Sony and Leuckan became somewhat angered and Leuckan made, at most, an ambiguous statement concerning the fact that he would see Sony fry. There is nothing in the record to give guidance as to what the special meaning, if any, of this statement might have been, nor is there anything other than the self-serving statement of Sony that, under all the circumstances, he had any reason to fear for his immediate or future safety or that the statement conveyed to him any intent by Leuckan to do him physical harm.

In balancing the necessity for employees to be free to express their opinions, even in tones that would not be acceptable on the plant floor and in words that likewise would not be acceptable along with cursing and vulgar language (which were not present here), I find that Leuckan continued to be covered by Section 7 of the Act in that he was engaged in concerted activity concerning conditions of employment. Thus, I conclude and find that the Respondent's subsequent decision to discipline Leuckan by placing in his personnel file a warning notice with an admonition that any such "future outbursts" could result in further disciplinary action is a violation of Section 8(a)(1) of the Act.

The two other material elements to be resolved involve questions of whether or not the Respondent violated Section 8(a)(1) when it suspended Leuckan for 4 hours on June 21 when it called him to the office to advise him of a decision made the previous day to place a disciplinary warning in his file, and whether or not the Respondent denied Leuckan rights guaranteed him under *N.L.R.B.* v. *J. Weingarten, Inc.*, 420 U.S. 251 (1975). Addressing first the Respondent's contention that on the afternoon of June 20, Sony, Armstrong, and their immediate superior, Don Reeder, made the irrevocable decision to place such a warning notice in Leuckan's file and to so advise him when he reported for work the following morning. The General Counsel does not successfully refute this meeting which was testified to by Sony and Armstrong or the decision that was made therein. Therefore, I find and conclude that such meeting was held and the sole purpose for instructing Leuckan to report to the office on the morning of June 21 was for the purpose of advising him of this decision. Accordingly, *Weingarten* rights did not come into play under the rationale of the Board in *Baton Rouge Water Works*, 246 NLRB 995 (1979), wherein the Board held that there was no right

[6] *Thor Power Tool Company*, 148 NLRB 1379 (1964); *Huttig Sash & Door Company, Inc.*, 154 NLRB 1567 (1965); *Trumbull Asphalt Co., Inc.*, 220 NLRB 797 (1975), and cases cited therein, for clear-cut statements by the Board concerning its philosophy of the application of Sec. 7 rights for intemperate conduct by employees when engaged in the administration of the collective-bargaining agreement.

[7] Sony's testimony is that no clear-cut agreement had been reached, but the Union's request to abandon the "red lining" system for a period of time had been under consideration.

to the presence of a union representative at a meeting held solely for the purpose of informing an employee of disciplinary action previously decided upon, and that it did not inure when the employer engaged in a conversation at the employee's behest concerning the reasons for the previously determined discipline.

Thus, when Sony instructed Leuckan to report to the office and bring his union steward with him on the morning of June 21, he did so, not from any perceived *Weingarten* right, but pursuant to article XX of the collective-bargaining agreement between the parties which provides for such.

The evidence is not in great dispute as to what occurred at the June 21 meeting in the presence of Supervisors Sony and Armstrong, Steward Leuckan, and Sharon Turnstall, the alternate steward whom Leuckan had elected to accompany him to the office. The testimony of the four persons present at the meeting is not all that lucid concerning precisely what occurred there except that when Sony advised Leuckan of the decision to place a warning in his personnel file, Leuckan asked why, as did Turnstall, at which point Sony told Turnstall to be quiet, that "this is my meeting." After further discourse, Leuckan got up and started to leave, at which point Turnstall advised him to remain for the meeting. During the course of this meeting, notwithstanding Sony's admonition to Turnstall to remain quiet, the record reflects that she made several comments during the course of the 5-minute meeting, near the end of which Leuckan requested the presence of the Union's local president, M. E. Nichols, or its vice president, J. H. Pillows. Even if such request is valid, which I conclude it is not, other circumstances would have to be considered.[8]

To further detail the occurrence of the meeting as set forth by Leuckan himself, upon being advised by Sony that he was being reprimanded, he asked Sony to explain and, according to him, Sony "started waving his hands and screamed to 'shut up'." Upon Leuckan's further insistence "all I want to know is what you're talking about," again, according to Leuckan, Sony screamed, "Shut up, shut up. . . . ." At this point, Leuckan admitted he stood up and said, "I don't have to take this f—shit," and started for the door, at which time Turnstall asked him to sit down and see what was going on. At this point, Sony told Turnstall to keep her mouth shut, that it was his meeting and that what was going on was none of her business. Again, Leuckan asked Sony for an explanation, at which point Sony again told him to "shut up," and Leuckan replied that, if Turnstall could not speak for him, he demanded his right to have a representative from the hall. Sony told him, "You're not calling anybody. This is my meeting. I'll tell you who you can talk to and who you can't talk." Upon Leuckan's further demand, Sony told him, "Give me your building pass. You're suspended." When Turnstall asked for the reasons, Sony replied merely, "Insubordination." Leuckan turned in his building pass and was suspended from 9:25 a.m. until 2:45 p.m. losing a total of 4 hours pay.

It appears to me that inasmuch as the Respondent made the decision on June 20 to reprimand Leuckan, and that decision was in violation of Section 8(a)(1), the meeting called on June 21 for the purpose of advising Leuckan of that decision and the disciplinary action flowing from that meeting is likewise a violation of Section 8(a)(1) and I so conclude and find.

It is clear, as argued by the General Counsel, that the Respondent's direction to Turnstall, Leuckan's representative, to be quiet and not lend assistance to Leuckan during this meeting, the purpose for which *Weingarten* permits such representatives, would clearly be a violation of the Act had Turnstall been there in the capacity of a *Weingarten* representative. However, as noted, it appears that the decision to discipline Leuckan had already been made and he was called into the office merely to be advised of that decision and any further discussion was at his own behest. The contract merely provides for the presence of a union representative when discipline is going to be meted out. Accordingly, I find no violation of the Act under the rationale of *Weingarten* and its progeny including, specifically, *Baton Rouge Water Works, supra.*

Additional Conclusions of Law

1. By deciding to issue, and awarding, a disciplinary warning to Chief Steward James Leuckan for his protected activity in administering the collective-bargaining agreement or resolving a grievance; by placing such reprimand in Leuckan's personnel file; and by suspending Leuckan for 4 hours for his protected activity during the interview at which the Respondent announced to Leuckan its decision to discipline him, the Respondent has violated Section 8(a)(1) of the Act.

2. The aforesaid unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

3. The Respondent has not otherwise violated the Act.

The Remedy

Having found that the Respondent has violated the National Labor Relations Act as found above, in order to effectuate the purposes and policies of the Act, I find it necessary that the Respondent shall be ordered to cease and desist therefrom and to take certain affirmative action designed to remedy the unfair labor practices found herein. Such affirmative action shall include the posting of the usual notice to employees at all of its locations or facilities in the Houston, Texas, area. It shall be further ordered to remove from the personnel file of chief steward James Leuckan the warning reprimand awarded to him on June 20 and any reference to the suspension for insubordination on June 21, and to pay him backpay for the period of his suspension, such pay to be computed with interest thereon in the manner prescribed in *F. W. Woolworth Company*, 90 NLRB 289 (1950), and *Florida Steel Corporation*, 231 NLRB 651 (1977).[9]

[8] The record does not disclose where these individuals might have been at that moment. However, the Board has held that when requests for specific union representatives will cause a delay in the proceeding, the employer need not delay it to obtain the representatives requested so long as some union representative is present for assistance to the employee. See *Pacific Gas & Electric Company*, 253 NLRB 1143 (1981).

[9] See, generally, *Isis Plumbing & Heating Co.*, 138 NLRB 716 (1962).

Upon the foregoing findings of fact, conclusions of law, and the entire record, and pursuant to Section 10(c) of the Act, I hereby issue the following recommended:

ORDER[10]

The Respondent, Southwestern Bell Telephone Company, St. Louis, Missouri, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Interfering with, restraining, or coercing its employees in the exercise of their rights to engage in protected concerted activity guaranteed by Section 7 of the Act, by awarding written disciplinary warnings to them and placing such written warnings in the personnel files of the employees for protected conduct the employees exercised in the administration of the contract.

(b) Suspending an employee for his protected conduct during the course of an interview at which he was informed of the above-described disciplinary action.

2. Take the following affirmative action designed to effectuate the policies of the Act:

(a) Make James Leuckan whole for any loss of pay suffered by him by reason of his disciplinary suspension in the manner set forth in the section of this Decision entitled "The Remedy."

(b) Remove from James Leuckan's personnel file the written disciplinary warning awarded to him on June 20, and any record of the suspension on June 21, and destroy all copies thereof.

(c) Preserve and, upon request, make available to the Board or its agents, for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(d) Post at its places of business located in Houston, Texas, copies of the attached notice marked "Appendix."[11] Copies of said notice, on forms provided by the Regional Director for Region 23, after being duly signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(e) Notify the Regional Director of Region 23, in writing, within 20 days from the date of this Order, what steps the Respondent has taken to comply herewith.

IT IS FURTHER ORDERED that the complaint be dismissed insofar as it alleges violations of the Act not specifically found herein.

[10] In the event no exceptions are filed as provided by Sec. 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Sec. 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

[11] In the event that this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."